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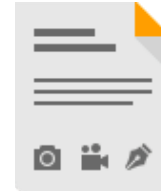







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Supply Agreement



This Agreement contains provisions for the terms of Files delivery for Depositphotos Contributors, and is an addition to the Terms of Use and Membership Agreement.

1. DEFINITIONS


Website: Internet website of the company Depositphotos Inc. (<http://www.depositphotos.com>), including the accompanying hardware, software, databases, files, interfaces, algorithms, registered users and their data.

File: a photo, vector image, video or other material that is presented on the Website, together with its descriptive information, and all other necessary documentation (e.g., a Model's Release or consent for depicting private property).

User: a registered Website user. There are two types of Users: Buyer and Contributor.

Buyer: a Website user registered to purchase, using various methods, rights to use Files displayed by and transmitted from the Website.

Contributor: an individual (or legal entity) who is an author of, or possesses all rights to, Files that he/she provides to the Website for displaying, transmitting and/or selling to Buyers.

Upload: the act of a Contributor transmitting File(s) to the Website for the purpose of displaying, transmitting and/or selling ; also, any File(s) so transmitted.

Partners: affiliates, business partners and other third parties who contract with Depositphotos for the purpose of displaying, transmitting and/or selling Files to Buyers.

Exclusive File: a File which is distributed exclusively through the Website or

through Partners.

Exclusive Contributor: a Contributor who distributes his/her files exclusively on the Website or through Partners.

2. GENERAL PROVISIONS

This Agreement specifies the legal relationship between Depositphotos as operator of the Website and a Contributor of Files to the Website. The Contributor appoints Depositphotos as an agent for the distribution and licensing of the Contributor's files, on either an exclusive or non-exclusive basis. Upon acceptance of the conditions of this Agreement, Contributor can Upload Files for access on the Website, adhering to the terms and conditions of this Agreement for each File Uploaded. This Agreement comes into force at the moment of the Contributor's account registration on the Website and is valid up to the moment of its termination. If the terms or conditions set forth herein are unacceptable to the Contributor, he/she should terminate this Agreement in accordance with the procedure given below.

3. PROVISION OF FILES

The Contributor Uploads Files of different formats on the Website using internal Depositphotos tools or other tools approved by Depositphotos (e.g., FTP). Depositphotos alone decides which of the Files submitted by Contributor are suitable for posting on the Website. In addition, both parties agree that all Files Uploaded by Contributor are subject to the rules of Depositphotos and Website.

4. REQUIREMENTS OF FILES TO BE UPLOADED

By the act of Uploading Files, a Contributor confirms and guarantees that:

- Contributor is the owner of all necessary copyrights and related rights for this File;
- Each Uploaded File had never been used and would never be used by Contributor for the creation of logotypes, trademarks or registered trademarks, whether for personal use or for third party use;
- For any object, work or creation (work of art, toy, handmade work, etc.) subject to rights or permissions regarding the commercial use of its image that is depicted in any Uploaded File, the Contributor has all necessary written permissions and clearances for the use of said image in this File, copies of which should accompany the File;
- All Files containing images of people or private property should be accompanied by the appropriate permissions (except for files flagged for

“Editorial use only”);

- A Contributor who represents the interests of a company, business or group of individuals ensures that he possesses all necessary documents and permissions regarding copyrights and related rights for the File as well as the right to sell files for commercial use.

5. REQUIREMENTS FOR EXCLUSIVE FILES

By choosing the status of Exclusive Contributor, Contributor agrees to sell his/her files only on the Depositphotos Website. If the Contributor's Files to be Uploaded are already present on other stock or similar websites, the Contributor shall remove his/her portfolio from all other sites before he/she can be granted the status of Exclusive Contributor to Depositphotos. A Contributor would become an Exclusive Contributor upon approval of the request sent to Depositphotos' support service.

Files provided for sale on the Website should not be sold, distributed, licensed, transferred on a royalty-free basis, or transferred in any other way outside the Website. Upon acceptance of Exclusive Contributor status, a Contributor has a right to use Exclusive Files only for the following purposes:

- display by Contributor on his/her own website, on which Files are marked as exclusively available only on Depositphotos' Website, and presented there for artistic purposes (not for resale or subsequent transfer of rights or license);
- use of Contributor's Exclusive Files for creation and subsequent sale of commercial goods (e.g., T-shirts, icons, placards, etc.), if in the process of such activity the transmission or sale of license or rights for such digital material is not required.

6. DELEGATION OF AUTHORITY

Contributor authorizes Depositphotos to be an agent providing licenses for exclusive or non-exclusive Files to third-party Buyers. Depositphotos and potential license-owners have the right to reproduce, use, publish, republish, compress, and transfer Files, as well as the rights to alter, modify, create and sell prints or copies created using different technologies, and to exhibit, display publicly and replicate Files.

Also, by accepting the terms of this Agreement, Contributor grants the right and a lifetime warranty, worldwide, exclusive or non-exclusive, non-transferable (sub)licenses to end-users in full compliance with the terms of the Website's Standard and Extended License Agreements.

Depositphotos reserves the right to use the files as part of its own activities or activities of third parties related to the issuance of licenses for the Files, promotional purposes, marketing and advertising. Contributor agrees that he/she will not be paid commissions on the use of his/her files for such

purposes.

Depositphotos reserves the rights to distribute Files not only on the Website directly, but also through Partners. Contributor agrees that Depositphotos has the right to grant or pass along to Partners under separate agreements specific rights, constraints, obligations, licenses and other legal and business matters regarding Files. Depositphotos has the implicit right to provide Partners with access to the Files accepted at the Website via its own program interfaces (API) or any other means sanctioned and approved by Depositphotos, provided such access does not breach the provisions of the Standard and Extended License Agreements. Regardless of the means Partners or end-users use to acquire Files or the specific channels through which Files are made available to end-users, compensation to the Contributor for the license of his/her files will be the same as if Depositphotos had completed the transaction.

The amount of compensation paid to Contributor may vary, depending upon several factors [see "Compensation" section, below]. Contributor agrees that changes to fees may be made by Depositphotos without any prior notification.

By accepting this Agreement, Contributor gives his/her consent to Depositphotos for control of the amount of the fees paid to Contributor for Files sold through Partners.

7. MATTERS OF INTELLECTUAL PROPERTY

Contributor agrees that Depositphotos forbids Uploading any Files or descriptive information in violation of a copyright, patent, trademark, right to property or any other similar and applicable law or proprietary right. Contributor acknowledges and agrees that Depositphotos, its management, office workers, employees, Partners, agents or affiliates are not liable for any direct or indirect damages resulting from intentional or accidental acts resulting from the use or inability to use any Files available on the Website.

Files marked "Editorial use only" are transferred on the basis of the Limited Standard License and cannot be used for commercial or promotional purposes. These Files could contain images of the people without the proper authorization of a model release, private property, recognized brands, and other items for which additional special permission for commercial purposes is required.

8. LOGIN AND PASSWORD

Contributor understands that Depositphotos uses the login and password as its sole means of establishing a Contributor's identity. The Contributor agrees that he/she takes full personal responsibility for every action taken on the Website by any user logged into the Website using the Contributor's unique login and password, including any Upload to the Website, and the consequences of every such action are subject to the terms of this Agreement and the Standard and Extended License Agreements.

9. WEBSITE MANAGEMENT

Depositphotos has no ability to control all Uploads, or any other exchange of information conducted on the Website, and is not responsible for any such exchanges. Depositphotos has the right to remove, delete, block or edit any File or portion thereof that may be considered by Depositphotos as violating this Agreement or the rights of private or intellectual property, including similar rights of third parties, or being otherwise unacceptable. Contributor agrees to the confiscation of any fees that were paid for such files. Depositphotos also retains the right to correct errors and edit information in the Contributor's Files at own discretion.

10. CONFIDENTIAL INFORMATION

Depositphotos reserves the right to use the confidential information supplied by the Contributor, including any data, programs, Files, etc., and in return pledges to ensure the protection of said confidential information in accordance with the Privacy Policy of the Website. The Contributor is solely responsible for all the information that he/she provides to Depositphotos.

The Contributor acknowledges that information obtained upon accepting this Agreement and using the Website may be confidential, personal, and/or valuable to Depositphotos, and agrees that during the term of this Agreement and after the Agreement is terminated, he/she has no right to disclose or use any part of the confidential information, without unambiguous written permission of Depositphotos, except in cases explicitly stated in this Agreement.

11. DECLARATIONS AND GUARANTEES

Accepting the rules of this Agreement, the Contributor declares and guarantees the following:

- The Contributor has the legal rights and all necessary and sufficient authorities to accept this Agreement, is the sole and exclusive owner of the Files, is capable of granting all license rights specified under the terms of this Agreement, and will not Upload or grant the rights to any Files being in conflict with this Agreement;
- No part of the Files Uploaded at the Website or otherwise transferred to Depositphotos contains any mechanism or means of protection which interferes with using, editing or copying said Files by means permitted in this Agreement or the Standard and Extended License Agreements;
- The supplied Files do not contain harmful program code, viruses, worms, Trojan horses, or any invasive, destructive or malicious software; they are not part of a DDoS systems; they do not contain other mechanisms or devices designed for the purpose of or may be used for the removal,

modification, disruption, or damage of Files or the Website;

- The Files contain full, necessary and sufficient cover information for their effective sale at the Website; the supporting information is complete and accurate, and does not contain false, inappropriate or contradictory meta-data;
- The Files supplied to Depositphotos are original works;
- The Files, as well as cover information included, do not infringe the copyrights, ownership rights or other allied rights of third parties.

The Contributor further states and guarantee that he/she:

- does not license the supplied Files by any other means, except for periodic licensing within the framework of law for creative purposes;
- does not license Files which are the property of other authors (except when Files are the property of a group of authors to which Contributor belongs, and for which Contributor has exclusive licensing rights);
- does not license Files if he does not have all the required documents related to the publication and distribution of these Files.

12. COMPENSATION

The amount of compensation paid to Contributor may vary, depending upon the method used by Buyers or Partners to obtain Files, the specific channels through which Files are made available to Buyers, the size of the image(s) purchased, and the terms of individual contracts between Depositphotos and Partners. In addition, the compensation paid to Contributor also depends on the Contributor's level, which is assigned by Depositphotos based upon the amount of Contributor's Files sold on the Website -- the more Files sold by the Contributor, the higher level he/she may obtain. The amount of compensation paid to Contributor from the sale of Contributor's Files increases as the level of the Contributor increases. Calculation of the Contributor's payments is based on the price actually paid for the File, rather than on a "standard" price; if the Buyer has received a discount for the purchase of the File, the compensation to the Contributor for this purchase will be derived from the cost paid by the Buyer including the discount, rather than the undiscounted cost basis of the File. The percentage of Contributor's compensation does not change, but is calculated from actual costs, which in the case of a discounted price may result in a lower cost, and a lower amount of compensation to Contributor.

When Contributor's File is sold through Partners, the amount of compensation might be the same as described above (and depend upon the level of the Contributor), or prices may be different, depending upon the contract in effect between Depositphotos and each Partner.

Depositphotos may be required to withhold taxes from Contributors' compensation, depending upon Contributor's country of origin, information supplied by Contributor and information supplied by tax authorities. Contributor acknowledges that Depositphotos is obligated make tax deductions and provide

documentation as required by law.

Payments of compensation to Contributor will be held by Depositphotos until Contributor makes a withdrawal request, as long as the available balance in his/her account, after deducting all necessary payments (taxes, legal, or other similar payments arising from the application of this Agreement), meets or exceeds the established minimum payment amount.

13. TERMINATION OF AGREEMENT AND ITS IMPLICATIONS

This Agreement is valid until its termination. The Contributor has the ability and right to terminate this Agreement at any time.

To terminate the agreement, the Contributor should send notification to Depositphotos at least 30 (thirty) days in advance of the proposed termination date, using the form at the Depositphotos Website page [Contact us](#). Depositphotos can also terminate the Agreement at any time and for any reason.

If the Contributor's membership is terminated by Depositphotos in accordance with the terms of the Membership Agreement, such termination shall be deemed sufficient notification and implicit termination of this Agreement.

In the case of termination, Depositphotos asserts the following:

- All Uploaded Files of Contributor would be removed from the Website search engine within 30 (thirty) days from the date of termination;
- Notwithstanding the fact of termination, Depositphotos has the right and ability to continue licensing the accepted Files up to the time of their withdrawal from the Website search engine;
- Upon the expiration of the Agreement and after its termination, according to the terms and provisions of this Agreement, Depositphotos shall continue to pay compensations due to the Contributor for licenses issued to the Purchaser during the transitional period in accordance with all the rights stated in this Agreement or required by the law;
- If Depositphotos has sufficient reason to suspect Contributor of fraudulent activities, Depositphotos reserves the right to terminate the Agreement, stop accruing compensation to the Contributor for issued licenses, delete the account and/or expropriate/freeze any payments of compensation to Contributor.

14. LIMITATION OF LIABILITIES

The Contributor understands and assumes all responsibility and risk of any kind when using the Website and/or services of the Website.

Depositphotos, its employees, management, Partners, shareholders, and agents are not responsible for failures of any kind or disruption of the Website functionality resulting in loss of business information, profit or other financial losses on the Contributor's and Buyer's side.

In any case according to the terms of this Agreement or as a result of usage of the Website in the whole or any of its parts and resources in any way, the total amount of Depositphotos' liability shall be limited to the compensation that Depositphotos receives for Files identified as the subject matter of the claim, but in no case shall the financial part of such compensation exceed the equivalent of \$1,000 (one thousand United States dollars).

15. APPLICABLE LAW

The Website is operated, managed and controlled by Depositphotos Inc. from Florida, USA. The Website is accessible for use in any country of the world.

Inasmuch as the regulatory frameworks of countries have their own laws and regulations that may differ from the laws valid in the state of Florida, USA, Contributor agrees that this Agreement is governed by the laws of Florida, USA.

This Agreement does not fall under the jurisdiction of the UN Convention on International Trade Contracts.

16. CONTACTS

For any questions concerning the provisions of this document, please contact Depositphotos using the form or contact information given on the Website page [Contact us](#).

17. ACKNOWLEDGEMENT

BY ACCEPTING THIS AGREEMENT, CONTRIBUTOR ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND HAS HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE AGREEING TO IT.

IN CONSIDERATION FOR DEPOSITPHOTOS' AGREEING TO BE CONTRIBUTOR'S EXCLUSIVE OR NON-EXCLUSIVE AGENT, AND FURTHER FOR GIVING AND PROVIDING FACILITIES OF SALE AND DELIVERY OF FILE LICENSES, CONTRIBUTOR AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

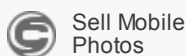
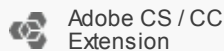
CONTRIBUTOR FURTHER AGREES THAT THIS IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN CONTRIBUTOR AND DEPOSITPHOTOS, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION

BETWEEN CONTRIBUTOR AND DEPOSITPHOTOS RELATING TO THE SUBJECT OF THIS AGREEMENT.

Disclaimer: The original, legally binding version of this document is written in English, and it is translated into other languages for the courtesy of our non-English-speaking users. If there are any discrepancies between the English version and a translated version, the English version supercedes the translated version.

Depositphotos

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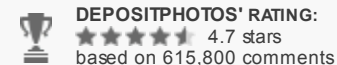


Site Language

English Český
Deutsch Svenska
Français 中文
Español Türkçe
Русский Español (Mexico)
Italiano Ελληνικά
Português Korean
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